



# Standard Form of Agreement between Owner and Designer

## Part A:

**A.1** This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
by and between the **State of Tennessee**

hereinafter called the **Owner**, and

hereinafter called the **Designer**.

**A.2** WITNESSETH, whereas it is the intention of the Owner to complete the work of the project titled

hereinafter called the Project, at a Maximum Allowable Construction Cost not to exceed

\$

unless adjusted by the Owner by written Supplemental Agreement, and  
whereas the Owner desires the services of the Designer hereinafter set forth.

**A.3** NOW, THEREFORE, The Owner and The Designer, for the consideration hereinafter set forth, agree as follows:

## Part B:

**B.1** The words "**Terms and Conditions**" as used in this Agreement shall be a reference to the provisions contained in the February 1999 Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer. Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer, Articles 1-16, pages 1-10, are hereby made a part of this Agreement as fully and to the same effect as if embodied verbatim herein.

**B.2** The Designer shall provide professional services for the Project in accordance with the Terms and Conditions.

**B.3** The Owner shall compensate the Designer in accordance with the Terms and Conditions as follows:

**B.3.1** For the Designer's Basic Services, Phases \_\_\_\_\_ thru \_\_\_\_\_, (paragraphs \_\_\_\_\_ thru \_\_\_\_\_)

as defined in the Terms and Conditions, the fee shall be a lump sum of:

\$

OR

as defined in the Terms and Conditions,  
the fee shall be a multiple of Direct Expense with a maximum fee not to exceed:

\$

**B.3.2. Compensation for the Designer**, applicable to payment for basic services when such are based on a multiple of direct expense, and applicable to extra fees for Designer's Additional Services, are as follows:

**B.3.2.1** Principal's time at a fixed rate, in dollars per hour, not to exceed one hundred twenty-five and no/100 dollars (**\$125.00**).

**B.3.2.2** Employee's time computed at a multiple of two and forty-five one hundredths (**2.45**) times the employee's Direct Personnel Expense as defined in the Terms and Conditions, not to exceed the maximum hourly rate of one hundred twenty-five and no/100 dollars (**\$125.00**).

**B.3.2.3** Professional consultants engaged for the normal structural, mechanical, electrical, civil, or architectural services, at a multiple of one and twenty one hundredths (**1.20**) times the amount billed to the Designer, computed in accordance with clauses B.3.2.1 and B.3.2.2 above.

**B.3.3 Designer's Principals**, for the purpose of this Agreement are:

**B.3.4 Designer's Consultants**, for the purposes of this Agreement, are:

Services	Firm	Principal	Registration Number
Structural:			
Mechanical:			
Electrical:			
Architectural:			

**B.3.5** For the **Designer's Reimbursements**, amount expended as defined in the Terms and Conditions.

**B.3.6** For obtaining surveys, reports, tests, and engineering data, as defined in the Terms and Conditions, the Owner shall reimburse the Designer at a multiple of one and twenty one hundredths (**1.20**) times the direct cost.

**B.3.7** The conditions of payment shall be as described in the Terms and Conditions.

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## Part C:

**C.1 Professional Liability Insurance** coverage, as set forth in the Terms and Conditions, is required as follows:

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## Part D:

**D.1** The Designer agrees to begin work upon receipt of a fully executed counterpart of this Agreement and to pursue its work with diligence.

**D.2** The Designer agrees to a schedule as follows:

To complete services described in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions within  
calendar days from the date of Notice to Proceed:

AND

To complete services described in paragraphs 2-1-22 through 2-1-26 of the Terms and Conditions within  
an additional

calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms and  
Conditions

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### Reviewed and approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State Architect or designee

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**In witness whereof**, the Owner and the Designer have executed this Agreement.

**Designer:**

*Person(s) signing for Designer must be named as Principal above*

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Owner:**

**State of Tennessee**

*As required by State Building Commission policy and requirements of  
the Contracting Agency*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_